

USDOL/OALJ Reporter

[\*Anderson v. Wackenhut Corp.\*, 92-ERA-54 \(Sec'y June 28, 1993\)](#)

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DATE: June 28, 1993  
CASE NO. 92-ERA-54

IN THE MATTER OF

RON ANDERSON,

COMPLAINANT,

v.

WACKENHUT CORPORATION,

RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

FINAL ORDER APPROVING SETTLEMENT AGREEMENT  
AND DISMISSING CASE

The captioned case, which is before me for review, arises under the employee protection provision of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1988). The parties executed a General Release, Waiver of Employment and Confidentiality Agreement (Agreement) and submitted it to the Administrative Law Judge who issued a Recommended Order Approving Settlement and Dismissing Case.

The terms of the parties' agreement have been reviewed. I note that the Agreement encompasses the settlement of matters arising under various laws, only one of which is the ERA. See, Agreement at 1-2. For the reasons set forth in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, Nov. 2, 1987, slip op. at 2, I have limited my review of the agreement to determining whether its terms are a fair, adequate, and reasonable settlement of Complainant's allegations that Respondent violated the ERA.

I also note that certain language in the agreement could be construed as a waiver by Complainant of causes of action he may have which arise in the future. See, Agreement at 1-2. Because

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a waiver of Complainant's rights based on future employer actions would be contrary to public policy, I interpret these provisions as limited to a waiver of the right to seek damages in the future based on claims or causes of action arising out of facts or any

set of facts occurring before the date of the agreement.  
*See Polizzi v. Gibbs and Hill*, Case No. 87-ERA-38,  
Sec. Order Rejecting in Part and Approving in Part Settlement  
Submitted by the Parties and Dismissing Case, July 18, 1989, slip  
op. at 9, and cases cited therein.

As so construed, I find the terms of the agreement to be  
fair, adequate, and reasonable, and therefore approve the  
Settlement Agreement. Accordingly, this case is DISMISSED WITH  
PREJUDICE. See, Agreement at 2.

SO ORDERED.

ROBERT B. REICH  
Secretary of Labor

Washington, D.C.